

## AGREEMENT FOR JOINT USE OF OPIOID SETTLEMENT FUNDS

This Agreement is made and entered into this 9<sup>th</sup> day of September, 2025, by and between the Board of County Commissioners of Saline County, Kansas (herein referred to as "COUNTY"), and the City Commission of the City of Salina, Kansas (herein referred to as "CITY").

WITNESSETH:

WHEREAS, pursuant to the Kansas Fights Addiction Act, both the COUNTY and the CITY are recipients of funding from settlements reached between the State of Kansas and various manufacturers and distributors of opioids; and

WHEREAS, pursuant to the terms of the Kansas Fights Addiction Act, these funds are to be used for specified purposes relating to combatting the misuse of opioids and other drugs; and

WHEREAS, the COUNTY and the CITY desire to work together to maximize the effectiveness of these funds within the community for their intended purposes,

NOW, THEREFORE, the COUNTY and the CITY, in order to accomplish the above goals agree as follows:

### **A. Overview of Funding:**

It is anticipated that the State of Kansas will distribute funding from the opioid settlements to both the COUNTY and the CITY annually. It is anticipated that this stream of funding will be a declining amount throughout the term of the distribution, which is anticipated to last through at least 2038, but the total amount available to the COUNTY and CITY (including funds on hand received prior to the effective date of this Agreement and funds to be received in the future) is anticipated to be at least \$100,000 annually over the term of the distribution.

**B. Retention of Funds:**

Both the COUNTY and the CITY fund immediate responses to drug use or distribution, including law enforcement, and certain of these activities are eligible uses of the opioid settlement funds pursuant to the Memoranda of Understanding entered into between the COUNTY and the Attorney General of Kansas and the CITY and the Attorney General of Kansas. Therefore, both the COUNTY and CITY shall retain funds from their respective receipts of settlement funds and use those funds for eligible response activities. It is anticipated that the COUNTY will expend approximately \$15,000 per year on eligible response activities and the CITY will expend approximately \$20,000 per year on eligible response activities. The COUNTY and CITY shall each be responsible for ensuring that these funds are spent on eligible activities and for reporting uses to the Attorney General of Kansas.

**C. Joint Use of Funds:**

The COUNTY has, prior to the effective date of this Agreement, funded an Opioid Needs Assessment to gauge community needs with respect to uses of the opioid settlement funds. CITY staff have participated in development of this Assessment. The Assessment calls for funds to be spent in support of four priorities: 1) improving access to treatment and services; 2) expanding prevention, education and awareness efforts; 3) reducing stigma towards people who use drugs; and 4) strengthening support for people in recovery. In order to further these four priorities:

i. There is hereby established an Opioid Grant Review Committee, which shall consist of four members appointed by the Mayor of the CITY and three members appointed by the Board of Commissioners of the COUNTY.

ii. The COUNTY shall annually, during the term of this Agreement, solicit proposals from non-profit agencies to meet one or more of the four identified priorities for use of

the opioid settlement funds. The COUNTY shall present the proposals received to the Opioid Grant Review Committee, which shall recommend distribution of the funds specified in subsection (iv) below.

iii. Following recommendation by the Opioid Grant Review Committee, the COUNTY shall enter into agreements with selected non-profit agencies to perform the work proposed to further the spending priorities. The COUNTY shall not enter into any grant agreement or funding commitment that extends beyond twenty-four (24) months in duration without the prior written approval of the City Manager.

iv. The pool of funds available for grants shall be approximately \$50,000 per year. This amount may increase if less than the total available was awarded during the previous grant cycle. Likewise, it may decrease if the nature of a grant award requires a multi-year commitment. The CITY shall contribute \$35,000 annually and the COUNTY shall contribute \$15,000 annually to this pool of funding.

v. When a request for distribution of grant funds is received by the COUNTY pursuant to an award and agreement, the COUNTY shall submit an invoice to the CITY for 70 percent of the amount of the requested distribution. The CITY shall remit the funds to the COUNTY within 21 days following receipt of the request.

vi. The COUNTY shall provide the CITY, on or before January 20 of the year following any distribution of grant funds, a report and accounting of all funds distributed to grantees. The COUNTY shall make reasonable efforts to ensure that all grant funds are expended for eligible purposes and shall so affirm that to the CITY on an annual basis.

vii. The COUNTY and CITY shall each be responsible for reporting uses of their portions of these grant funds to the Attorney General of Kansas.

**D. Administration of Funds:**

It is anticipated that the COUNTY will expend approximately \$15,000 per year on administration of this program. Administrative activities shall include activities related to preparation of the grant information, publicity for availability of grants, facilitating meetings of the Opioid Grant Review Committee, preparing agreements with grantees, distributing payments to grantees, requesting funds from and reporting to the CITY, as well as any other messaging the COUNTY may choose to distribute to promote the four spending priorities. The COUNTY will be solely responsible for ensuring administrative activities are eligible expenditures of settlement funds and for reporting these uses to the Attorney General of Kansas.

**E. Adjustments to Amounts/Remaining Funds:**

If the distribution of settlement funds from the State of Kansas meets or exceeds projections and/or if funds are not expended in amounts contemplated by this agreement, it is anticipated that the amount of available settlement funds will be in excess of the figures included in Sections A through D above. The City Manager of CITY and the County Administrator of COUNTY shall meet not less than every five years during the term of this Agreement to evaluate whether excess funds are available and propose adjustments to Sections A through D. Such adjustments shall not be effective until ratified by the Governing Bodies of CITY and COUNTY.

In the event that the distribution of settlement funds from the State falls below expected amounts for two or more consecutive years, the City Manager of CITY and the County Administrator of COUNTY shall meet and determine a plan for reducing expenditures to meet receipts. Such plan shall not require ratification by the Governing Bodies of CITY and COUNTY, but the priority shall be maintaining the grant program contemplated by Section C of this

Agreement and reductions shall occur first to retained funds and administrative expenses under Sections B and D above.

In the event that settlement funds remain available at the conclusion of the term of this Agreement, the parties may extend the term (through mutual concurrence of both Governing Bodies). If settlement funds remain available and the term is not extended, the COUNTY and the CITY shall each retain their respective funds, use them for eligible activities, and separately report such uses to the Attorney General of Kansas.

**F. Term and Termination:**

i. This agreement shall commence on the 15<sup>th</sup> day of September, 2025, and shall terminate on the 31<sup>st</sup> day of December, 2038, unless otherwise terminated or extended as set forth herein.

ii. Either party may terminate this agreement without cause by providing a 60-day written notice to the other party.


iii. In the event this Agreement is terminated prior to its stated expiration date, the COUNTY and the CITY shall each retain their respective unspent funds, as well as any prospective funds received from the State of Kansas, and use them for eligible opioid-related activities. The COUNTY and the CITY shall separately report such uses to the Attorney General of Kansas. Notwithstanding the termination of this Agreement, the COUNTY may continue to administer and disburse funds for any outstanding grant commitments made prior to termination, subject to the limitations set forth in this Agreement. The CITY shall remain responsible for its share of such outstanding commitments, provided that the original duration of any such commitment does not exceed twenty-four (24) months and was made in accordance with this Agreement.

iii. This Agreement is contingent upon the receipt of funds and may be terminated by either party if that party fails to appropriate funds through its annual budget process.

EXECUTED THE DAY AND YEAR FIRST HEREIN WRITTEN.

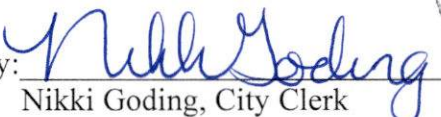
CITY OF SALINA

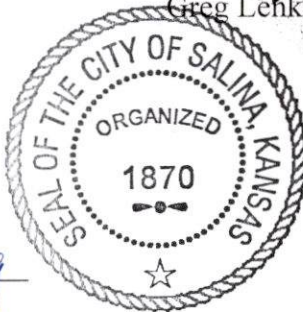
By:

  
Greg Lenkiewicz, Mayor

ATTEST:

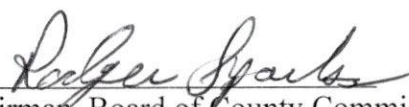
By:

  
Nikki Goding, City Clerk



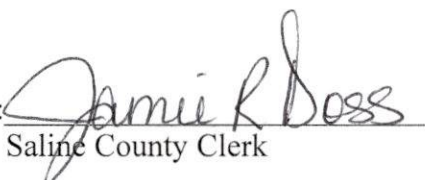
SALINE COUNTY

By:

  
Chairman, Board of County Commissioners

ATTEST:

By:

  
Saline County Clerk

